



HUNTSVILLE

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Urban Development Department
Engineering Division

RESURFACING OF RESIDENTIAL STREETS-2014, PHASE I

Project No. 65-14-RR02

April 8, 2014

Addendum #2

Attached are the minutes of the Pre-Bid Meeting for this project.

All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received. A response is MANDATORY regardless of your intent to bid the project. All addenda and attachments for the above-referenced project will become part of the contract documents. All addenda must be acknowledged either on the outside of the bid envelope or on the second page of your bid proposal known as Attachment "B".

Attachment: Pre-Bid Meeting Minutes

END OF ADDENDUM #2

The Star of Alabama

MANDATORY PRE-BID MEETING

AGENDA

PROJECT NAME: Resurfacing of Residential Streets-2014, Phase I

PROJECT #: 65-14-RR02

DATE: April 3, 2014

PROJECT MANAGER: Cynthia Higgins

The following people were in attendance at the Pre-Bid Meeting:

Chris Lovoy	Reed Contracting
Mark Blair	Reed Contracting
Jerry Wall	MidSouth Paving
Phillip Daymond	Whitaker Contracting
Greer Walker	Wiregrass
Mickey Donahue	Wiregrass
Mary Hollingsworth	COH-Engineering
Penny Kelly	COH-Engineering
Cynthia Higgins	COH-PWS

- Inspectors are Dewey Petty, Scott Sanders, and Ricky Parton.
- There are 62 streets to be resurfaced. All streets will be milled according to Bid Sheet Quantities. Not going back on the streets now like was done in the past unless there has been a sewer cut made in that intersection; otherwise Contractor will mill straight through the street.
- All base failures will be dug out 8" deep and back-filled with binder.
- The milled asphalt will be **Contractor** retained.
- There is no pay item for traffic control; it will be included in the bid.
- Traffic Control must meet the ALDOT specifications.
- If police are needed to help with traffic, it is the contractor's responsibility to get the police lined up 48 hours before needed.
- The City of Huntsville will need 48 hour notice before starting work so a press release can be sent out to the public.
- It is the contractor's duty to coordinate with the subcontractors.
- It has to be 40 degrees and rising before paving.
- All joints must be saw cut.

- Will need in writing the name of the safety officer, EEO officer, project superintendent and their phone number where they can be reached after working hrs. in case of an emergency.
- There will be 90 working days to complete the project. If not completed on time, there will be charges for liquidated damages.
- THERE MAY BE UP TO 15% RAP IN THE ASPHALT MIX.
- Use limestone in the mix.

1. Contractor is required to submit pricing (Attachment "A") on either a 3- ½" floppy disk or CD-RW (preferably in a live/flash drive format) in the Excel format made available for download from the Engineering website. The bid disk or the CD-RW must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so may be cause for rejection of bid. If a price discrepancy is found on bid disk or CD-RW, or the correct version of bid quantities is not submitted on the disk or CD-RW which corresponds to the printed hard copy, then printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

There will be a revision to the quantities issued due to an error in pay item numbering. Greer Walker pointed out that there is at least one (1) place in the quantities that has Square Yards (SY); the Contractor feels like the current unit of measurement should be Tons. The pay item in question is Item 142. Chris Lovoy pointed out that Item 157 does not have a unit measure listed.

Jerry Wall asked if the pay items would stay in the same order when they are renumbered. Cynthia said that they will stay the same, only the numbers will change.

2. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five per cent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on a disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed.

3. Project Engineer discussed plans, specs and special provisions.
 - a. A review of the plans was made with emphasis placed on unusual construction features and special drawings.
 - b. Each pay item of the contract was read out and any questions concerning the method of measurement or payment discussed.
 - c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.
 - d. State of Alabama classification required shall be stated: (HS) Highways and Streets or (MU) Municipal & Utility.
 - e. There are ninety (90) working days to complete project. (Council: 4/24/14; Anticipated NTP: no later than 5/9/14. As of today, April 3, 2014, there are forty-seven (47) streets already cleared for work to begin. Hopefully once it gets closer to NTP, most of the streets will be cleared.
 - f. (included whether construction trailer is required and whether as-builts are required)

g. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12). Attachment "F" – Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

Section 80.11 – "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:

Original Contract Amount		Liquidated Damages Daily Charge	
More Than	To and Including	Calendar Day or Fixed Date	Work Day
\$ 0	\$ 100,000	\$ 200	\$ 400
\$ 100,000	\$ 500,000	\$ 550	\$ 1,100
\$ 500,000	\$ 1,000,000	\$ 900	\$ 1,800
\$ 1,000,000	\$ 2,000,000	\$ 1,350	\$ 2,700
\$ 2,000,000	\$ 1,550	\$ 3,100

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

4. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

5. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

6. Any subcontractors present should be given the opportunity ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment "C" – "Subcontractor's Listing" in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the "Subcontractor's Listing" updated throughout the project duration and submit a copy of the listing with the request for final payment. The Subcontractor(s) is required to possess a valid State of Alabama general contractor's license and City of Huntsville license both of which shall be maintained throughout the term of the contract. Noncompliance with this request may cause delay in payment to the Contractor.

7. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2). Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Contractor's E-Verify Memorandum of Understanding shall be a part of the contract bid documents and shall be submitted with the bid package.

- Bidders' attention is directed to the following item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, as amended by Alabama Act 2012-241, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts that are competitively bid as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the “City of Huntsville, Alabama Report of Ownership Form” listed in this document as Attachment “H”. The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

8. Asked if there are any further questions.

Q: Asked if limestone mix would be used since this is residential resurfacing?

A: Yes.

Q: Fifteen percent (15%) rap is allowed, would shingles be allowed?

A: That will be up to the Contractor. As long as it meets ALDOT Specs it will be allowed.

There are three (3) streets: Mike Circle, Camelot, and Locust Avenue that will have major repairs done; repairs such as a 2" galvanized line will have to be replaced and install new waterline. Cynthia said she believes that everything should be close to being cleared by the time the NTP is issued.

9. All questions will be answered and all clarifications made by addendum. **All addenda are sent via email and recipients are requested to send a confirmation of receipt of all addenda as soon as they are received.** Last day for questions concerning this project before the bid will be **April 4, 2014 until 5:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **April 8, 2014 until 5:00 p.m.** **Bids open: April 10, 2014 at 10:00 a.m.** in the **1st Floor Conference Room**, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.